



MISSOURI LEASE

This agreement made this 7th day of September 04 between Cohen Esrey Real Estate Service, Inc. Agent to the Owner, hereinafter referred to as Owner and Mary Crooks, hereinafter referred to as Resident, WITNESSETH:

The owner hereby rents to Resident and Resident rents from Owner, the premises known as Apartment Number 11378 Blue Cross, for the term commencing on the first day of October, 2004 and ending on the last day of September 2005 and Owner reserves and Resident covenants and agrees to pay Owner at rent for the said term the sum of \$ 725 per month on the first day of each month, including last month, during the full term.

Resident is taking possession of the premises on the 7th day of September 04. Resident shall pay on the execution of this agreement the sum of \$ 0 as rent from the date of possession to the last day of September 2004.

On the first day of October 2004 Resident shall pay \$ 450 as rent from the 1st to the last day of October 2004. Thereinafter, rent in the amount of \$ 450 shall be due on the first day of each month.

1. C 2. Owner may terminate this agreement on the last day of any month by giving thirty (30) days prior notice in writing. Resident may terminate this agreement on the last day of any month by giving 30 day prior notice upon the following conditions: (1) Military induction or transfer, with copy of orders furnished to Owner, (2) The death of any Resident named above, (3) The total permanent disability any Resident named above.

This agreement shall be automatically renewed for successive Month to Month terms unless terminated by either party in writing 60 days before the expiration of the initial or successive terms.

1. C 3. The Resident agrees to deposit with the Owner the sum of \$ 200 the receipt of which is acknowledged by cancelled check receipt, as security to Owner for the performance of this agreement, the return of any keys and any equipment issued to Resident and for any damage to the premises, furnishings or equipment thereon, except ordinary wear and use. The deposit shall be returned if, in the owner's opinion, all of the Resident's obligations hereunder have been fulfilled upon termination of the Agreement. It is understood that the aforesaid deposit is not a prepayment of rent and Owner shall not be obligated (although it may do so at its option) to apply said deposit to any unpaid rent or portion thereof and that Owner is not limited in damages it may recover against Resident to the amount of the aforesaid deposit. Both parties agree that said deposit and/or prepaid rent will be separately accounted for and may be deposited in Owner's Operating Account and used as operating funds.

1. C 4. Resident agrees that in the event rents are paid more than 3 days after their due date, Resident shall be liable for a late fee equal to \$50.00 plus an additional \$5.00 per day until paid commencing on the fifth day of the month, said late fee not to exceed 50% of the monthly rental stated above.

1. C 5. In the event of default in payment of rent, abandonment of the apartment, or upon the breach of any covenant herein or the rules as regulations attached hereto, the Landlord shall have the right to enter and take possession of the apartment, and this contract shall not terminate but the Landlord will attempt to relet the apartment for the purpose of mitigation of Resident's damages and the Resident will continue to be responsible under the contract for rent until the apartment is rented to another Resident and said Resident occupies apartment or until the end of the term of this contract, whichever occurs first. If Owner incurs any expense, including reasonable attorneys fees, court costs, or any expense of reletting and repair or refurbishing of the apartment, by reason of default of Resident under these Rules and Regulations, the sums paid by Owner with all interest shall be deemed to be addition rent hereunder and shall be due from Resident to Owner on the first day of the month following the incurring of such expenses.

1. C 6. The premises shall be used only for lawful residential purposes and shall be occupied by Resident and family. The Resident shall sublet or assign the rented premises or this agreement without the prior written consent of Owner. Resident shall notify Owner immediately any changes in occupants of the premises. Owner shall use due diligence in giving possession as nearly as possible at the beginning of the term of this agreement and rent shall abate pro rata for the period for any delay in so doing, but Owner will not be otherwise liable.

1. C 7. Any property of Resident remaining on the premises or in any storage space, or in or about the building of which the premises are a part, one week after the termination hereof, shall be deemed by the parties to be abandoned by Resident, and Owner may remove and dispose of such property without liability to Resident therefore.

1. C 8. The rules and regulation on the reverse side are made a part of this agreement. Resident agrees to observe and comply with these rules and regulations, and other that may later reasonably be required by Owner.

1. C 9. This document contains the entire agreement between the parties. Any changes or modifications must be in writing and signed by both parties in order to be valid or binding.

1. C 10. Multiple Residents are jointly and severally responsible for all terms of this Agreement.

1. C 11. Resident agrees to carry Renter's Insurance.

1. C 12. Resident accepts living unit as is and agrees that Landlord is not liable for the development or aggravation of resident's chemical sensitivities or for other environmental conditions.

1. C 13. Resident has inspected the premises and acknowledges them to be in clean, good and habitable condition.

1. C 14. Resident agrees to indemnify, hold harmless and defend Owner or Managing agent from any claims for damages of any kind whatsoever by reason of any act or omission on the part of Resident, Resident's guests, or other occupants of the building. Owner shall not be liable to Resident for any damage or injury, from any causes whatsoever, to any person or property on said premises. Resident agrees to indemnify and hold harmless the Owner and Managing Agent of said property from any and all claims arising from chemical sensitivities or environmental conditions caused by Resident or as the result of Resident's occupancy of said property.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year above written.

RESIDENT:

Mary Crooks

OWNER
COHEN-ESREY REAL ESTATE SERVICES, INC. Agent

By: Cyndi Oltner